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BILL OF ASSURANCE CO.
CITY CLERK

FIANNA HILLS VII ADDITION TO THE CITY-OF FORT SMITH
ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Ronald Udouj, Jane T. Udouj, Phillip D. Udouj, Susann M. Udouj, Anne Udouj, Mary Jeann Udouj and Ellen Udouj, being the owners of the property situated in the City of Fort Smith, Sebastian County, Arkansas, and more particularly described in Exhibit "A" attached hereto, do hereby make the following declarations as to limitations, restrictions and uses to which said property, known as Fianna Hills VII, an Addition to the City of Fort Smith, Arkansas, may be put, hereby specifying that said declarations shall constitute a covenant running with the land for the period of time hereinafter set out, as provided by law, and shall be binding upon all purchasers of lots in said addition and upon such purchasers' heirs, personal representatives, successors and assigns, and all persons claiming under them; and that said declarations are for the benefit of and are limitations upon all future owners in said addition; that this Bill of Assurance has been designated as such in order to provide for an orderly development of said addition and for the purpose of keeping said addition desirable, uniform and suitable for architectural design and use as herein specified.

This Bill of Assurance shall be binding upon all parties and all persons claiming under them until May 1, 1993, at which time said covenants shall be automatically extended for an additional ten years, unless by vote of a majority of the then owners of the lots included in said addition, it is agreed to change said covenants in whole or in part.

If the parties hereto, or their assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real property situated in said addition to prosecute any proceedings at law or in equity against the parties or person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations. Any right reserved hereunder to the owners may also be exercised by any other owner of real property situated in said addition, either singularly or collectively. Invalidation of any one of these covenants by Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. The undersigned does hereby dedicate for public use all of the streets as shown on any plat filed as part of Fianna Hills VII Addition and does hereby guarantee the title to all of the land covered by said streets. The owners further dedicate to the public, for public use forever, the easements and rights of way as shown and designated on any individual plat of Fianna Hills VII Addition for the several purposes of constructing, maintaining, operating, repairing, and replacing any and all public utilities including the storm and sanitary sewer, telephone lines, electric power lines, transformers, gas lines, water lines, and television cable lines, together with all fittings and equipment for each of such facilities and any other appurtenances thereto, with the right of ingress and egress upon said easements and rights of way for the uses and purposes aforesaid, together with similar rights on each and all of the streets shown on any such plat; provided, however, that the undersigned owners hereby reserve the right to construct, maintain, operate, lay and re-lay water lines and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the public streets, alleys and easements shown on said plat, and/or sewer services to the area included in said plat and to any other areas. Said utility easements are for the use and benefit of the undersigned as well as the public utilities, their agents and employees. The rights and privileges and authority herein reserved including the right to cut down and keep trimmed all trees, hedges and shrubs that may, in the judgment of the undersigned, or of said public utilities, interfere with or endanger such utilities.

2. All supply of electric service shall be located underground in the easement ways reserved for general utility services, as shown on the plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement ways. Underground service cables to all houses which may be located on all lots in said addition may run from the nearest service pedestal or transformer to the point of use as determined by the location and construction of such house as may be located upon said lot; provided, that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definite, permanent, effective, and exclusive right of way easement on said lot, covering a five foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance of said house. The supplier of electric service, through its proper agents and employees, shall at all times, have right of access to all such easement ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground electric facilities so installed by it. This right shall apply to all supplies of public

utilities and quasi-public utilities, as for example, television cables. The owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or cost of relocation, required by the violation of this covenant, shall be paid for by the owner of the lot. The owner of each lot agrees that he will not interfere with the access to gas meters.

3. All lots in the addition shall be used for single-family residences and for no other purposes except that duplexes may be permitted, with the advise and consent of the Architectural Control Committee, who will give due consideration to the surrounding area, and who will give notice to adjacent property owners.

4. In order to keep beautiful and pleasing the overall visual effect of the development, all plans and specifications must be submitted to an Architectural Control Committee for its approval prior to the start of construction. Said Committee will consist of a representative of Fianna Hills Development Corporation and representatives of the individual lot owners, the latter group being duly elected by said lot owners, and the latter group consisting of a majority of said Committee at any one time. Said Committee will not have such wide discretion as to act arbitrarily or capriciously or unreasonably, but will be limited to the approval or disapproval of plans so long as said plans meet the requirements of this Bill of Assurance and are in architectural conformity with the existing construction. Said conformity shall include landscaping and other external appearances. The Committee will adopt bylaws, explaining the mechanics of its operation and providing for a maximum time within which plans must be acted on, if not acted on it that time, the same will be considered as automatically approved. In order to preserve the natural beauty of the land, approval must be given by the Committee before trees, five inches or more in diameter, and located outside the building line, is removed.

5. All residences must have either a private garage or a carport for not less than two cars attached to the residence. Any detached structure to be built on the lot, such as a covered entertainment area, shall conform to the basic styling of the dwelling thereon, and the plans for such structures must be submitted to the Architectural Control Committee for approval. Carports will not be permitted unless they are placed where they will not be between the residence and any street adjoining the property or unless they are in keeping with the architectural design of the residence and are approved by the Architectural Control Committee. In the case of a multi-family residence each house will have a minimum of one garage or carport per living unit.

6. No outbuilding or tent or shack or garage or barn or any vehicle, capable of use as living quarters, either permanently or temporarily, may be erected on or moved onto any lot in the addition by the owner, except construction trailers during the period of construction. No structure of any temporary character shall be permitted on any lot. No residence previously used shall be moved onto any lot in this addition.

7. No building or part thereof, except open porches and terraces, shall be constructed or maintained on any lot nearer to the front property line than the building lines shown on any plat recorded in connection with said addition. Sideline setbacks will be 10 feet from the side property line.

8. All exposed foundations shall be of brick or stone. No concrete block foundation will be exposed unless approved by the Architectural Control Committee. All fences must be of ornamental design. No fences consisting of wire or metal posts only will be allowed. No fences more than four feet in height will be permitted on any lot, except for privacy screening adjacent to patios or pools, which screening may be six feet in height. No fencing which is more than two feet in height will be allowed on or within twenty feet of the property lines adjacent to the golf course or view lots and property lines of other view lots. Ornamental fences only, not exceeding three feet in height, compatible with the architecture of the residence, constructed of brick, stone, brick and stone, brick and frame, stone and frame, or split rails may be built forward of the building lines shown on the plat.

9. No obnoxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood. No mineral development of any kind shall be permitted in the addition. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign, advertising the property for sale or rent, or signs, used by a builder or agent to advertise the property during the construction and sale.

11. No lot will be used for the storage of materials for a period greater than thirty days prior to the start of construction and thereupon, construction for single family dwellings shall be completed within twelve months. In the case of multi-family dwellings, a proportionately longer time shall be allowed. No lot shall be used or maintained as a dumping ground, and no trash, garbage or other waste shall be kept except in sanitary containers. All lots shall be maintained in a neat and orderly condition at all times.

12. Any assent, expressed or implied, by any party hereto to any breach of any covenant herein contained, shall operate as such only in the specific instance and cannot be construed as an assent or waiver of any such covenant or agreement generally or any subsequent breach thereof.

13. Notwithstanding anything contained herein to the contrary, this Bill of Assurance shall be applicable and pertain to and be for the benefit of owners of the land described in the attached Exhibit "A", which consists of a description of residential lots

Ronald Udouj, Phillip Udouj, Anne Udouj, Mary Jeanne Udouj, Ellen Udouj, Jane T. Udouj and Susann M. Udouj, to me personally well known, who stated that they were the owners of Fianna Hills VII and were duly authorized in their respective capacities to execute the foregoing instrument for and in behalf of their interests, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of January, 1977.

Debra Ann Mize
Notary Public

My Commission Expires:

at May 1, 1979

located within Fianna Hills VII Addition to the City of Fort Smith Arkansas, and to no other land, except that additional land that may become part of said addition and these restrictive covenants may become applicable thereto, if the owners of said land so elect and so adopt, in whole or in part, as a matter of record.

14. There shall be no automobile repairs or parking of dead or junk automobiles, trucks or motorcycles as same are customarily defined on either the front or rear of any residential site, nor shall there be any repair work permitted on said vehicles on any of the residential sites so that said vehicles under repair may readily be seen by occupants and owners of neighboring residences, except for those emergency repairs which would be only occasionally required as the result of unexpected malfunctions. It is the specific intention of this covenant to prohibit the practice of keeping and maintaining automobiles, trucks or motorcycles or any other vehicle which is constantly or periodically being repaired or modified and which is kept in plain view of other neighboring residences.

15. Any residential structure constructed on Lots 603,604,605,606 and 607 shall have a minimum of 2,000 square feet of heated area.

EXECUTED at Fort Smith, Arkansas, this 18th day of January, 1977.

Ronald Udouj
RONALD UDOUJ

Phillip Udouj
PHILLIP UDOUJ

Anne F. Udouj
ANNE UDOUJ

Mary Jeanne Udouj
MARY JEANNE UDOUJ

Ellen A. Udouj
ELLEN UDOUJ

Jane T. Udouj
JANE T. UDOUJ

Susann M. Udouj
SUSANN M. UDOUJ

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF SEBASTIAN)

On this 18th day of January, 1977, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting,

THE REVISED BILL OF ASSURANCE OF 1993 TO THE BILL OF ASSURANCE
TO FIANNA HILLS VII ADDITION TO THE CITY OF FORT SMITH,
SEBASTIAN COUNTY, ARKANSAS
(LOTS 600-663 AND TRACTS L, N, O, T, E)

WHEREAS, the existing Bill of Assurance provides for a majority of the owners of the lots in the captioned addition to change the covenants contained in the existing Bill of Assurance in whole or in part by so voting prior to May 1, 1993; and,

WHEREAS, a majority of the owners of the lots in said addition seek a longer duration of the covenants; and,

WHEREAS, such an election provides an opportunity to update and provide for uniformity of the covenants among more recent Fianna subdivisions;

KNOW ALL MEN BY THESE PRESENTS:

A majority of the owners of the lots in said addition captioned above hereby accept, adopt and establish the following "Revised Bill of Assurance of 1993 To Fianna Hills VII Addition to the City of Fort Smith, Sebastian County, Arkansas, (Lots 600-663 and Tracts L, N, O, T, E)" hereinafter referred to as "The Revised Bill of Assurance of 1993".

1. Unless modified, changed or amended herein, the existing Bill of Assurance dated January 18, 1977 and filed of record in Book 374 for the aforesaid Fianna Hills Addition VII to the City of Fort Smith, Arkansas (Lots 600-663 and Tracts L, N, O, T, E), is hereby incorporated herein by reference and adopted verbatim. If there is any conflict in any term, provision, clause, sentence or paragraph between the Revised Bill of Assurance of 1993 and the existing Bill of Assurance of 1977, then the 1993 Amendments will take precedence and be controlling. It is specifically intended that the existing covenants which are not being changed in these amended covenants (along with the additional covenants contained in the Revised Bill of Assurance of 1993) will remain in force beyond the ten year period following May, 1993 (and for successive ten year periods) unless so changed pursuant to the conditions and requirements referred to in paragraph 2. Therefore, all existing covenants and the existing covenants which have been changed herein and the additional covenants, all of which are set out in the Revised Bill of Assurance of 1993 shall be in force until so changed in whole or part as set out in paragraph 2.
2. This Revised Bill of Assurance of 1993 shall remain in full force and effect up until May 1, 2003 at which time the said Revised Bill of Assurance of 1993 shall be

automatically extended for subsequent ten year periods unless by vote of a majority of the then owners of the lots included in said addition, it is agreed to change the Revised Bill of Assurance of 1993 in whole or in part. An owner shall have as many votes as the number of lots he or she owns. However, such proposed changes in the covenants cannot be voted on and changed except within a six month period immediately prior to the expiration of each ten year period. For example, a vote to change these covenants in whole or part may take place only from November 1, 2002 to May 1, 2003; the next time a vote to change the covenants could take place would be November 1, 2012 to May 1, 2013 and so forth.

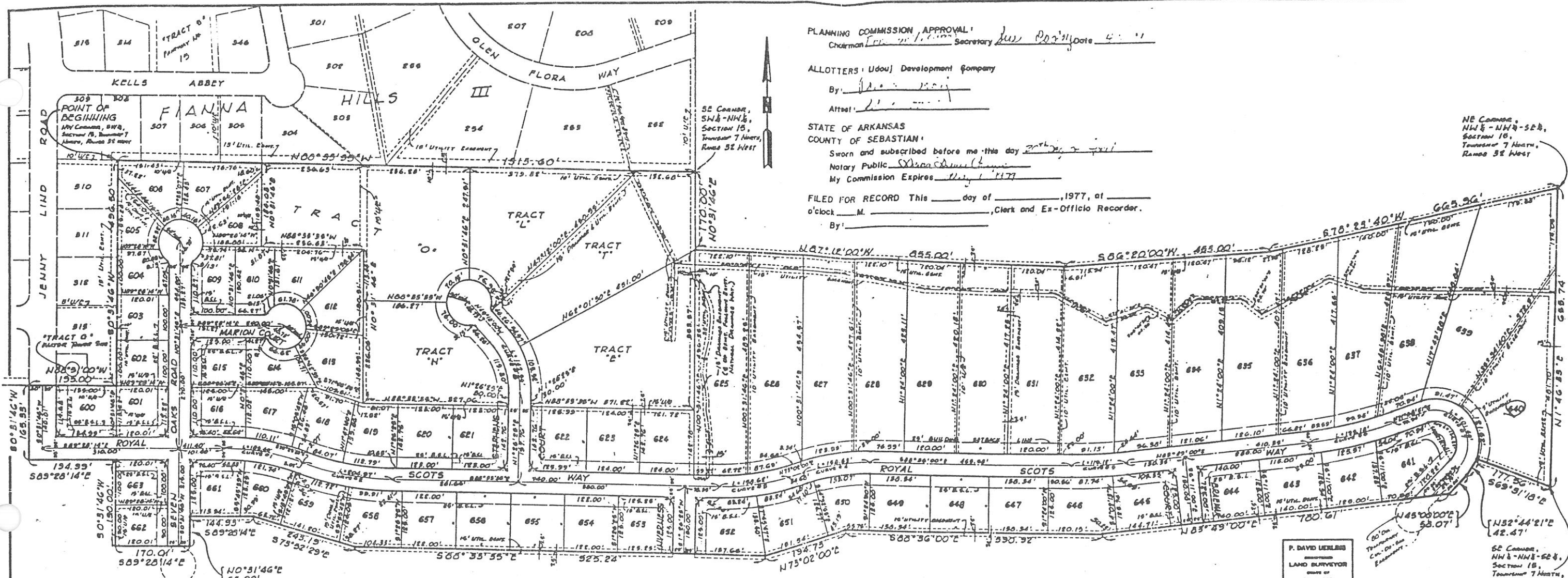
3. Paragraph 8 is hereby modified, changed and amended to read in its entirety as follows:

All exposed foundations shall be of brick or stone. No concrete block foundation will be exposed unless approved by the Architectural Control Committee. All fences must be of ornamental design. No fences consisting of wire or metal posts only will be allowed. No fences more than four feet in height will be permitted on any lot, except for privacy screening adjacent to patios or pools, which screening may be six feet in height. No fencing which is more than two feet in height will be allowed on or within twenty feet of the property lines adjacent to the golf course or view lots and property lines of other view lots. Ornamental fences only, not exceeding three feet in height, compatible with the architecture of the residence, constructed of brick, stone, brick and stone, brick and frame, stone and frame, or split rails may be built forward of the building lines shown on the plat. The design and construction of all swimming pools constructed after May, 1993 must be approved by the Architectural Coordination Committee.

4. No modular homes or manufactured homes shall be placed on any of the lots.
5. No satellite, dish or antenna shall be placed upon any lot subject to these covenants without the approval of the Architectural Coordination Committee. The plans, specifications and location site on the lot for such satellite, dish or antenna must be submitted to the Architectural Coordination Committee in detail, and all such dishes must be adequately screened from the surrounding lots and from public highways before the Architectural Coordination Committee may consider the same. No such dish or antenna shall be approved by the Architectural Committee unless such screening is provided. It is not the intent of this paragraph to require that ordinary television antennas be submitted to

the Architectural Coordination Committee, but only satellite receiving dishes and antennas.

6. No lot owner shall be allowed to conduct any business or commercial enterprise upon his lot unless a home occupation request with the details of such business is submitted to the Architectural Coordination Committee and approved by said Committee. The person making application to the Architectural Coordination Committee for approval of such business enterprise must furnish proof and assurance that there will be no external appearances of any such business on the lot and there will be no significant increase in traffic to and from the lot. The Architectural Coordination Committee shall be required to reject the request for approval of such a "home occupation" if these assurances are not furnished. The Architectural Coordination Committee may revoke any such approval if it is later determined that there are external appearances of a business or if there is a significant increase in traffic to and from the lot in question. The Architectural Coordination Committee shall employ the same guidelines and policies that are adopted and employed by the Planning Commission of the City of Fort Smith in ruling upon such "home occupation" requests.
7. No person other than the developer shall be entitled to replat or subdivide a lot unless approved by the Architectural Coordination Committee.
8. The developer may at any time amend this Bill of Assurance in any way convenient or necessary to bring this Bill of Assurance into compliance with any state law or regulation pertaining to Bills of Assurance and Restrictive Covenants or property rights in general or in order to give full legal force and effect to the plan of development set forth herein. Furthermore, the developer may amend this Declaration in such manner if such amendment is necessary to establish the validity of this Bill of Assurance and the provisions set forth herein.
9. If any provision of this Bill of Assurance or any section, clause, phrase, word or the application thereof in any circumstance is held to be invalid, the validity of the remainder of this Bill of Assurance and of the application of the remaining provisions shall not be affected thereby.
10. For purposes of clarification among the various Bills of Assurances for all "Fianna" additions and subdivisions, the Architectural Control Committee and Architectural Coordination Committee shall be deemed to be one and the same.



PLANNING COMMISSION APPROVAL:
 Chairman [Signature] Secretary [Signature] Date 4-11

ALLOTTERS: Udouj Development Company
 By: [Signature]
 Attest: [Signature]

STATE OF ARKANSAS
 COUNTY OF SEBASTIAN
 Sworn and subscribed before me this day 27th of Jan 1977
 Notary Public [Signature]
 My Commission Expires May 1 1977

FILED FOR RECORD This 27 day of Jan, 1977, at 10 o'clock M., Clerk and Ex-Officio Recorder.
 By: _____

NE Corner, NW 1/4 - NW 1/4 - SE 1/4, Section 10, Township 7 North, Range 32 West

SE Corner, NW 1/4 - NW 1/4 - SE 1/4, Section 10, Township 7 North, Range 32 West

P. DAVID UERLING
 LAND SURVEYOR
 STATE OF ARKANSAS
 NO. 773
[Signature]

CERTIFIED CORRECT [Signature]
 P. DAVID UERLING
 REGISTERED LAND SURVEYOR
 ARKANSAS NO. 773

CURVE DATA

Cv. No.	Latitude	Chord	Chord Error	Cv. No.	Latitude	Chord	Chord Error
1	18°58'41"	18°58'41"	18°58'41"	1	07°35'00"	07°35'00"	07°35'00"
R	885.00	860.00	585.00	R	875.00	900.00	925.00
T	93.48	98.60	97.78	T	87.29	82.68	61.50
L	177.81	188.49	135.77	L	115.61	119.15	122.43
C	178.40	184.64	128.89	C	112.73	119.03	122.54
2	18°04'02"	18°04'02"	18°04'02"	2	11°40'05"	11°40'05"	11°40'05"
R	628.00	660.00	675.00	R	875.00	900.00	925.00
T	99.37	103.34	107.32	T	97.85	100.00	109.78
L	197.08	204.97	212.85	L	199.66	199.18	204.71
C	196.27	204.19	211.97	C	199.26	199.78	204.30
3	10°44'38"	10°44'38"	10°44'38"	3	15°51'09"	15°51'09"	15°51'09"
R	469.75	493.75	518.75	R	50.00	75.00	100.00
T	75.25	80.00	84.05	T	219.82	222.97	230.62
L	150.99	158.62	166.68	L	124.27	201.40	268.53
C	149.24	157.94	165.94	C	97.41	146.11	194.82
4	10°44'38"	10°44'38"	10°44'38"	4	14°36'25"	14°36'25"	14°36'25"
R	469.75	493.75	518.75	R	187.84	182.84	207.84
T	75.25	80.00	84.04	T	64.74	75.00	85.26
L	150.99	158.63	166.64	L	22.88	148.25	161.81
C	149.27	157.93	165.93	C	119.80	158.78	197.75

NOTE:
 ALL LOT MEASUREMENTS ON CURVES ARE CHORD LENGTHS.
 ALL PROPERTY LINE RETURNS ARE 25 FOOT RADIUS.
 STREET RIGHT-OF-WAY AND EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC.

LEGAL DESCRIPTION

LEGAL DESCRIPTION
 FLORIDA HILLS VII

Part of the North 1/2 of the Southeast 1/4 and part of the West 1/2 of the Northwest 1/4, Southeast 1/4 of Section 15 and part of the Northwest 1/4, Northeast 1/4, Southeast 1/4 of Section 16, all in Township 7 North, Range 32 West, Sebastian County, Arkansas more particularly described as follows:

Beginning at the Northwest Corner of the Southwest 1/4 of said Section 15; thence S 80°31'46" W, 496.50 feet; thence N 22°51'00" E, 195.00 feet; thence S 80°31'46" W, 166.33 feet; thence S 89°28'14" E, 194.00 feet; thence S 80°31'46" W, 190.00 feet; thence S 89°28'14" E, 178.81 feet; thence S 80°31'46" W, 65.80 feet; thence S 89°28'14" E, 144.53 feet; thence S 73°52'29" E, 241.19 feet; thence S 84°33'35" E, 925.24 feet; thence S 73°52'29" E, 194.73 feet; thence S 84°36'00" E, 590.81 feet; thence S 85°48'00" E, 788.61 feet; thence S 45°00'00" E, 58.07 feet; thence N 32°44'21" E, 42.47 feet along the chord of a curve having a radius of 100.00 feet; thence S 69°31'18" E, 177.56 feet to the Southeast Corner of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 15; thence N 01°44'33" E along the East line of said Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 15, 655.74 feet to the Northeast Corner of said Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 15; thence S 78°21'40" W, 445.06 feet; thence S 86°20'00" W, 453.00 feet; thence N 87°12'00" W, 651.00 feet; thence S 80°31'46" W, 178.00 feet; thence N 22°51'35" E, 1213.88 feet to the Point of Beginning, containing 52.879 acres more or less.

ENGINEERS:
 BURROUGH UERLING BRASUELL
 CONSULTING ENGINEERS, INC.
 4520 PHOENIX AVENUE
 FORT SMITH, ARKANSAS

DEVELOPERS:
 UDOUJ DEVELOPMENT COMPANY
 NO. 1 ESSEX PLACE
 FORT SMITH, ARKANSAS

FIANNA HILLS VII
 AN ADDITION TO THE CITY OF
 FORT SMITH, SEBASTIAN
 COUNTY, ARKANSAS

SCALE: 1"=100' DATE: JANUARY, 1977